

**EXHIBIT J**

**FORM OF EMPLOYER PARENT GUARANTY**

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**MASTER SERVICES AGREEMENT**

**REGARDING**

**DIVISION OF FAMILY RESOURCES MODERNIZATION PROJECT**

**By and Between**

**THE STATE OF INDIANA,**

**ACTING ON BEHALF OF**

**THE FAMILY AND SOCIAL SERVICES ADMINISTRATION,**

**And**

**INTERNATIONAL BUSINESS MACHINES CORPORATION**

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## **EXHIBIT J**

### **FORM OF EMPLOYER PARENT GUARANTY**

Dated as of: \_\_\_\_\_

WHEREAS, the State of Indiana acting on behalf of the Family and Social Services Administration ("State") and ACS Human Services, LLC. ("ACS Subsidiary") have entered into an Employer's Undertaking Regarding Employment Matters dated [INSERT DATE] (the "Employer Undertaking") for the Division of Family Resources Modernization Project ("Modernization Project") pursuant to that certain Master Services Agreement dated of even date herewith ("Agreement") by and between the State and International Business Machines Corporation ("Vendor"); and

WHEREAS, the ACS Subsidiary has entered into a subcontract with the Vendor of even date herewith ("Subcontract") to provide various services in connection with the Modernization Project, including those as the Employer under the Agreement; and

WHEREAS, Affiliated Computer Services, Inc. ("ACS") is the ultimate parent of the ACS Subsidiary, will benefit from the transactions contemplated by the Agreement and the Subcontract, and desires to provide this Guarantee in consideration for the acceptance by the State of the Employer Undertaking;

NOW, THEREFORE, ACS agrees, represents, warrants, and guarantees as follows:

1. ACS Representations and Warranties. ACS represents and warrants to the State that:
  - (a) ACS is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization;
  - (b) ACS has the corporate power and authority, and has taken all necessary corporate action to authorize, execute, deliver and perform this Guarantee;
  - (c) this Guarantee has been duly executed and delivered by ACS;
  - (d) this Guarantee is a legal, valid and binding obligation of ACS, enforceable against it in accordance with its terms; and
  - (e) the execution, delivery and performance by ACS of this Guarantee does not (i) require any governmental filing or governmental approval or any consent or approval of its stockholders or Board of Directors or any other third parties, except for such filings that have been made and such approvals or consents that have been obtained, or (ii) violate or conflict with, result in a breach of, or constitute a default under any of its organizational documents or any agreements by which it is bound.
2. ACS Guarantee.

- (a) ACS hereby unconditionally and irrevocably guarantees to the State, on the terms and conditions herein, that if ACS Subsidiary fails to perform any of its obligations pursuant to the Employer Undertaking, including without limitation any payment of damages, losses, indemnification, credits, expenses, costs, and fees, ACS shall perform, or cause to be performed, such obligations. This Guarantee shall not be construed to impose upon ACS any obligations greater than the obligations assumed by ACS Subsidiary under the Employer Undertaking. This Guarantee shall extend to the performance of all agents, employees and subcontractors used or retained by ACS Subsidiary to perform the Employer Undertaking.
- (b) This Guarantee shall continue in effect until the date on which the ACS Subsidiary has performed all of its obligations, including without limitation any payment of damages, losses, indemnification, credits, expenses, costs, and fees, pursuant to the terms and conditions of the Employer Undertaking. This Guaranty is a guaranty of performance and payment and not a guaranty of collection.
- (c) It is understood and agreed that any waiver by ACS Subsidiary of any of the terms, provisions or conditions of the Employer Undertaking, or any amendment to or modification of the Employer Undertaking, or the granting of indulgences or extensions of time to ACS Subsidiary under the Employer Undertaking, may be made and done from time to time without notice to ACS, and ACS' obligations under this Guarantee shall continue subject to such waiver, amendment, modification, indulgence or extension of time. The obligations of ACS under this Guarantee shall not be affected by the dissolution, amalgamation, reconstruction or insolvency of ACS Subsidiary.

3. Miscellaneous.

- (a) If any term, provision, covenant or restriction of this Guarantee is held by a court of competent jurisdiction to be invalid, void or unenforceable, it shall be deemed replaced with a valid and enforceable provision that comes as close as possible to the economic purpose of the invalid, void or unenforceable provision, and the remainder of the terms, provisions, covenants and restrictions of this Guarantee shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- (b) This Guarantee shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.
- (c) The descriptive headings in this Guarantee are inserted for purposes of reference only, and shall not affect the meaning or construction of any of the provisions hereof.
- (d) This Guarantee may be executed in counterparts, and any such executed counterpart shall be, and shall be deemed to be, an original instrument.
- (e) Provided timely actual notice of the following items is delivered to the ACS subsidiary, if such notice is required, ACS hereby waives: (i) notice of the acceptance of this Guarantee and of the execution and delivery of the Employer Undertaking, (ii) notice of demand and protest, (iii) notice of nonperformance, and (iv) notice and hearing as to any remedies.

- (f) This Guarantee and all obligations, liabilities, terms and provisions herein shall survive any and all bankruptcy or insolvency proceedings, actions, or claims brought by or against ACS Subsidiary, whether such proceedings, actions, or claims are federal or state.
- (g) This Guarantee is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure, omission, forbearance or delay on the part of the State in exercising any right, power or privilege hereunder, and no course of dealing between the State and ACS Subsidiary, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights, powers and remedies herein expressly provided are cumulative and not exclusive of any rights, powers or remedies which the State would otherwise have, provided, however, any recovery under this Guarantee shall reduce, to extent of such recovery, any liability of ACS Subsidiary under the Employer Undertaking. No notice to or demand on ACS in any case shall entitle ACS to any other further notice or demand in similar or other circumstances or constitute a waiver of the rights of the State to any other or further action in any circumstances without notice or demand. The liability and rights of ACS and the rights of the State under this Agreement shall not be impaired or affected in any manner by, , any (1) discharge in bankruptcy or similar release by operation of law of any Person primarily or secondarily liable for the Employer Undertaking, or release pursuant to a settlement agreement between the State and any such Person, provided the terms thereof have been approved by the ACS Subsidiary; (2) defense arising from the genuineness or validity of the Employer Undertaking; or (3) any extensions or modifications of the Employer Undertaking. ACS waives all defenses based on suretyship, presentment, protest, demand for payment, any right of set off, notice of dishonor or default, notice of acceptance of this Agreement, notice of the incurring of any of the Employer Undertaking and notice of any other kind not contemplated in connection with the Employer Undertaking or this Guaranty. Notwithstanding the above, nothing herein shall be construed to limit the ability of ACS to assert any defense or right the ACS Subsidiary may have had under the Employer Undertaking. This Guaranty shall survive the termination of the Agreement, the Subcontract or the Employer Undertaking until such time as the obligations of the Employer Undertaking have been discharged.
- (h) This Guarantee and any provision hereof may only be amended by a formal instrument in writing signed by ACS and the State.
- (i) Notices and other communications provided in connection with this Guarantee shall be in writing and shall be delivered in accordance with the process and to the recipients for the State as are set forth in Section 21.1 of the Agreement. The address and contact information for ACS is as follows:

Affiliated Computer Services, Inc.  
2828 N. Haskell Avenue  
Dallas, Texas 75204  
Attn: General Counsel

4. Governing Law

This Guarantee shall be governed by the laws of the State of Indiana, without regard to conflicts or choice of law rules or principles. The parties agree to the exclusive jurisdiction and venue of the federal and state courts of Indiana, to resolve all issues that may arise out of or related to this Guarantee.

[Signature Page Follows]

The undersigned, by its duly authorized officer, has executed this Guarantee and caused it to be delivered to the State as of the date first written above.

AFFILIATED COMPUTER SERVICES, INC.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, the subscriber, a Notary Public in and for said county, personally appeared \_\_\_\_\_ known to me to be the person(s) described in and who executed the above Guarantee, and who acknowledged the execution thereof to be their free act and deed.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_